

This Agreement, procured by eProfessional Association for Distributed Website Corporation, is made and entered into as of the 1st day of July, 2008, by and between Distributed Website Corporation, a Minnesota Corporation ("DWC") and Milaca School District (hereafter "MSD").

The parties hereby agree as follows:

1. Obligations of the Parties

DWC and MSD will provide the services and in the time frames and under the Rules of Engagement outlined in Attachment A.

2. Commencement of Contract

The Services shall begin on July 1, 2008.

3. Terms of Contract

As delineated in Attachment A.

4. Limitation of Liability

In no event shall either party be liable to the other party for any special, consequential, or indirect damages in connection with this agreement with the except of damages caused by actions as outlined in the Rules of Engagement.

5. Notices

Any notices permitted or required hereunder shall be deemed given when deposited in the United States mail with postage prepaid and addressed as follows:

If to DWC:
Distributed Website Corporation
902 E 2nd St. Suite 370
Winona, MN 55987

If to MSD:
Milaca School District
500 Hwy 23 West
Milaca, Minnesota 56353

6. Governing Law

This agreement shall be governed by and shall be construed in accordance with the laws of the State of Minnesota, without regard to its conflicts of law provisions. If any provisions of this agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7. General Provisions

a) This agreement contains the full understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by officers of both parties.

b) Neither party to this agreement may assign its rights or obligations under this agreement without the express prior written consent of the other party, such consent not to be unreasonably withheld or delayed, except that the obligations of DWC under this agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of DWC so long as DWC or its successor or its affiliate assumes full responsibility for such obligations.

c) Each party represents that the individual executing this agreement on its behalf has the requisite power and authority to do so and that this agreement constitutes the valid and binding obligation of its corporation.

d) In the event that either party brings an action against the other party to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to recover its reasonable costs and expenses, including reasonable attorney's fees, incurred in connection therewith.

Distributed Website Corporation
902 E. 2nd St.
Winona, MN 55987
952-960-4999



8. Force Majeure

Neither party shall be liable for failure to fulfill its obligations under this agreement if such failure is due to any cause or condition beyond such party's reasonable control, such as: natural disaster, acts of God, strikes, fire, floods, war, riot, electrical power failure, computer viruses, hardware failure, bandwidth supplier failures, decrees of governmental bodies or communications failure.

IN WITNESS WHEREOF, the parties have executed and delivered this agreement, on the day first above written.

Distributed Website Corporation (DWC)

By: _____
Name: Ray Dretske
Title: President and CEO

MSD:

By: _____

Milaca School District

Attachment A **Services and Terms**

1.0) Services

DWC will provide the following services to MSD for use in facilitating more efficient operations:

rSchoolToday Portal (District Site)

2.0) Costs

rSchool Today Portal

Licensing Advanced Program

\$2.30 per student x 1,914 students \$4,402.20

Header Custom Design Graphic

Medium Size - Year One Initial Cost:

\$500 to \$600

Maximum payment for Milaca Schools

\$400

Product Support

4 – 20 hour Product Support Packages

\$3,200

Grant from DWC

-\$3,200

Total Net Product Support Cost:

\$0

Training

2 to 3 hours of web training at \$88 per hour

3.0) Included with the Service

rSchoolToday™ is a hosted service that MSD purchases from DWC. It includes the following:

- The chosen rSchoolToday Services
- All Web Hosting and Maintenance
- Nightly Data Back-ups
- All Bug Fixes
- All Product Upgrades and New Features Included
- Unlimited Technical Support
- Unlimited Bandwidth*
- Unlimited Disk Space*

* Based on "usual and customary" usage.

4.0) Ownership and Copyright

DWC owns all rights to the rSchoolToday services. MSD owns all text content relating to the classes, locations, activities, staff, students, parents, and organizations of the School or School District.

5.0) Term of Agreement

The term of this agreement shall be 12 months beginning July 1, 2008. The term will automatically renew each year unless written notice is given to DWC 30 days before the end of the term. Pricing is not guaranteed to remain the same.

6.0) Payment

Payment is due within 30 days of the execution of this agreement. Other payment terms can be discussed if needed. Checks are made payable to:

DWC
902 E. 2nd St. Suite 370
Winona, MN 55987
Business Office Phone: 952-960-4999
Business Office Fax: 702-554-2945
Business Office Email: andrea@dwebsite.com